

**In the Matter Of:**

*In Re: LTL Management LLC*

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*NABIL MAJED NACHAWATI*

*May 24, 2023*

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<p style="text-align: right;">Page 1</p> <p>1 CONFIDENTIAL</p> <p>2 UNITED STATES BANKRUPTCY COURT</p> <p>3 DISTRICT OF NEW JERSEY</p> <p>4 CASE NO. 23-12825 (MBK)</p> <p>5 CHAPTER 11</p> <p>6 -----</p> <p>7 IN RE:</p> <p>8 LTL MANAGEMENT LLC BANKRUPTCY,</p> <p>9 Debtor.</p> <p>10 -----</p> <p>11</p> <p>12 ** CONFIDENTIAL **</p> <p>13</p> <p>14 REMOTE VIDEOTAPED DEPOSITION OF</p> <p>15 NABIL MAJED NACHAWATI</p> <p>16</p> <p>17</p> <p>18</p> <p>19 Wednesday, May 24, 2023</p> <p>20 3:03 p.m. (EDT)</p> <p>21</p> <p>22</p> <p>23 Reported By:</p> <p>24 Joan Ferrara, RMR, FCRR</p> <p>25 Job No. 2023-898654</p>	<p style="text-align: right;">Page 3</p> <p>1 CONFIDENTIAL</p> <p>2 REMOTE APPEARANCES:</p> <p>3</p> <p>4 ON BEHALF OF THE COMMITTEE:</p> <p>5 BROWN RUDNICK</p> <p>6 BY: ALEX KASNETZ, ESQ.</p> <p>7 JENNIFER SCHEIN, ESQ.</p> <p>8 SUSAN SIEGER-GRIMM, ESQ.</p> <p>9</p> <p>10</p> <p>11 ON BEHALF OF THE WITNESS:</p> <p>12 LAW FIRM OF BRIAN W. HOFMEISTER:</p> <p>13 BY: BRIAN HOFMEISTER, ESQ.</p> <p>14</p> <p>15</p> <p>16 ON BEHALF OF DEBTOR LTL MANAGEMENT:</p> <p>17 JONES DAY</p> <p>18 BY: MARK RASMUSSEN, ESQ.</p> <p>19</p> <p>20</p> <p>21 ON BEHALF OF THE AD HOC GROUP OF SUPPORTING</p> <p>22 COUNSEL:</p> <p>23 COLE SCHOTZ</p> <p>24 BY: JUSTIN ALBERTO, ESQ.</p> <p>25 SETH VAN AALTEN, ESQ.</p>
<p style="text-align: right;">Page 2</p> <p>1 CONFIDENTIAL</p> <p>2</p> <p>3</p> <p>4 May 24, 2023</p> <p>5 3:03 p.m. (EDT)</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10 Confidential Videotaped Deposition of</p> <p>11 NABIL MAJED NACHAWATI, held remotely via</p> <p>12 Zoom, before Joan Ferrara, a Registered</p> <p>13 Merit Reporter, Federal Certified Realtime</p> <p>14 Reporter and Notary Public.</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">Page 4</p> <p>1 CONFIDENTIAL</p> <p>2 REMOTE APPEARANCES: (Continued)</p> <p>3</p> <p>4 ON BEHALF OF THE US TRUSTEE:</p> <p>5 OFFICE OF THE UNITED STATES TRUSTEE</p> <p>6 FOR THE UNITED STATES TRUSTEE, ANDREW R.</p> <p>7 VARA</p> <p>8 BY: LINDA RICHENDERFER, ESQ.</p> <p>9 LAUREN BIELSKIE, ESQ.</p> <p>10</p> <p>11</p> <p>12 ON BEHALF OF THE AD HOC COMMITTEE OF STATES</p> <p>13 HOLDING CONSUMER PROTECTION CLAIMS:</p> <p>14 WOMBLE BOND DICKINSON (US) LLP</p> <p>15 BY: LISA TANCREDI, ESQ.</p> <p>16</p> <p>17</p> <p>18 ON BEHALF OF PAUL CROUCH:</p> <p>19 RUCKDESCHER LAW FIRM, LLC</p> <p>20 BY: JONATHAN RUCKDESCHER, ESQ.</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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2 that there is a pathway to resolution and a

3 plan I can support, is the general idea.

4 **Q What's the pathway you're**

5 **referring to?**

6 A Okay. The pathway is the most

7 complex case -- one of the most complex

8 cases, in general, this nation has ever

9 seen, and specifically in Bankruptcy Court,

10 one of the most complex cases that has ever

11 been filed, not just once, but twice.

12 That's what I'm referring to.

13 **Q And what's the pathway that you**

14 **believe -- withdrawn.**

15 **By signing this document, what**

16 **is the pathway that you believed you were**

17 **facilitating the resolution of your**

18 **clients' claims by?**

19 A Coming to a plan that I could

20 support and recommend to the appropriate

21 clients and which I represent.

22 Due to complexity of the

23 issuance that -- without going into the

24 substance, there are issues to work

25 through, and through the mediators, we're

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2 trying to work through those issues.

3 **Q What are the issues that you**

4 **have identified thus far?**

5 A I can't go into the substance of

6 those issues. They're covered under the

7 mediator's privilege. And I'm happy to do

8 so, if the Court so orders.

9 **Q Well, before you went into**

10 **mediation, did you -- withdrawn.**

11 **When you signed this plan**

12 **support agreement, there was no mediation**

13 **by which you were bound, correct?**

14 MR. HOFMEISTER: Objection.

15 There's a non-disclosure agreement.

16 MR. SILVERSTEIN: I understand.

17 He's already answered about the

18 pathway. So --

19 A In a general sense, I answered

20 that question.

21 **Q Right, in a general sense.**

22 **So the -- when you signed this**

23 **plan support agreement, what issues were**

24 **you aware of that you believed had to be**

25 **worked through in order to get to a**

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2 **resolution?**

3 A Well, the many details involved

4 in a 100-plus page TDP, in addition to the

5 plan, Mr. Silverstein, as you know, right?

6 I mean, a term sheet is an

7 agreement to agree, right? The devil is in

8 the details, and that's what we're working

9 through right now through the mediators.

10 **Q What did you understand that you**

11 **were agreeing to by signing this document?**

12 A I think I already answered that,

13 a pathway to a resolution that I could

14 recommend in support to my clients.

15 **Q Did you understand that you had**

16 **agreed to support the plan that the debtor**

17 **just recently filed on May 15th?**

18 MR. HOFMEISTER: Object to form.

19 MR. MONTEFUSCO: Form.

20 A A conditional agreement with a

21 right to opt out.

22 **Q And what do you mean by that?**

23 A Exactly what I said. You know

24 what an opt-out right is, and you know what

25 a conditional agreement is.

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2 You're a lawyer,

3 Mr. Silverstein.

4 **Q I am.**

5 **Can you point in the -- where --**

6 **what you're referring to in the plan**

7 **support agreement that you signed that**

8 **gives you the opt-out right that you're**

9 **referring to?**

10 A Not as I sit here today.

11 **Q But is it your understanding**

12 **that what you signed gives you the --**

13 **withdrawn.**

14 **Is it your understanding that**

15 **what you signed is conditional and is --**

16 **and gives you the right to opt out of the**

17 **support?**

18 MR. MONTEFUSCO: Objection.

19 Form.

20 MR. HOFMEISTER: Objection.

21 Form.

22 BY MR. SILVERSTEIN:

23 **Q You can answer.**

24 A Yes. If there's no agreement

25 working through the issues, there's no

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1 NACHAWATI - CONFIDENTIAL  
2 agreement. But the idea is, in a general  
3 sense, the pathway to a fair resolution  
4 that I can recommend and support to my  
5 clients.  
6 **Q Do you understand that you have**  
7 **any obligations under this agreement?**  
8 MR. MONTEFUSCO: Objection to  
9 the form.  
10 BY MR. SILVERSTEIN:  
11 **Q I'm asking, by you signing this**  
12 **agreement -- I understand what your goal**  
13 **was in signing it. Now I'm asking a**  
14 **different question.**  
15 **What -- do you have any**  
16 **understanding as to what this agreement**  
17 **obligates you to do?**  
18 MR. HOFMEISTER: Objection to  
19 the form. Calls for a legal answer, a  
20 legal conclusion.  
21 A Well, I am a lawyer, and I  
22 understand what I signed, Mr. Silverstein.  
23 **Q Yeah, so what is it --**  
24 A To be clear, I've been pretty  
25 clear about my position on it. It's an

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1 NACHAWATI - CONFIDENTIAL  
2 agreement to agree.  
3 Details have to be worked  
4 through. It's the most complex case that  
5 this nation has ever seen, in my opinion,  
6 in Bankruptcy Court.  
7 So there are many details that  
8 we're collaboratively in an adversarial  
9 posture working through to a pathway of a  
10 plan I can support and recommend to my  
11 clients.  
12 **Q Okay. I want to -- when you --**  
13 **withdrawn.**  
14 **When you signed this agreement,**  
15 **did you have an understanding as to whether**  
16 **you were binding your clients to do**  
17 **anything?**  
18 A I can't bind my clients to do  
19 that in which they do not wish to do. I  
20 can only advise them upon a plan that is  
21 submitted for vote -- you know, there's  
22 anti-solicitation -- submitted for vote and  
23 approved by 75 percent or more, if you want  
24 the 524(g) protection.  
25 I cannot bind my clients. It's

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1 NACHAWATI - CONFIDENTIAL  
2 the will of the voter and the clients, the  
3 victims, that carries the day in this case  
4 should it not be disposed of beforehand.  
5 It's not my decision. It's the clients'.  
6 And each one has a different set of  
7 circumstances.  
8 **Q Okay. Let's put this document**  
9 **down.**  
10 MR. SILVERSTEIN: Mr. Nachawati,  
11 if you're fine to keep going, I want  
12 to leaf through what we have so you  
13 can do whatever -- I don't know if  
14 it's too late to get to your --  
15 THE WITNESS: It's too late,  
16 Mr. Silverstein, but that's okay. I  
17 agreed to the timing, respectfully.  
18 So I'm fine. I'm here.  
19 MR. SILVERSTEIN: All right.  
20 Fair enough. I'll try to be as  
21 efficient as I can.  
22 THE WITNESS: Sure.  
23 MR. SILVERSTEIN: Mr. --  
24 MR. HOFMEISTER: Hold on. Do  
25 you have an estimate of how much

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1 NACHAWATI - CONFIDENTIAL  
2 longer you have?  
3 I'm not holding you to it.  
4 MR. SILVERSTEIN: I need to look  
5 through what I have left. I mean,  
6 we're in the --  
7 MR. HOFMEISTER: We're in the  
8 home stretch?  
9 MR. SILVERSTEIN: It depends how  
10 you define it, whether we're talking  
11 about a short track or a long track,  
12 but, you know, we're in the last few  
13 pages of the outline.  
14 So, you know, I don't have the  
15 exact time just now. I'd really have  
16 to look.  
17 MR. HOFMEISTER: Majed, do you  
18 need a break or not?  
19 THE WITNESS: Yeah, I'll take a  
20 break, a real quick one.  
21 MR. HOFMEISTER: Can we do five?  
22 MR. SILVERSTEIN: All right.  
23 MR. HOFMEISTER: Is that all  
24 right, Mr. Silverstein?  
25 MR. SILVERSTEIN: Yeah,

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1 NACHAWATI - CONFIDENTIAL  
2 five minutes.  
3 MR. HOFMEISTER: Thank you.  
4 THE VIDEOGRAPHER: We are now  
5 going off the record. The time is  
6 6:01.  
7 (Recess taken 6:01 p.m.)  
8 (Resumed 6:11 p.m.)  
9 THE VIDEOGRAPHER: We are now  
10 back on the record. The time is 6:11.  
11 BY MR. SILVERSTEIN:  
12 **Q All right. Mr. Nachawati,**  
13 **welcome back.**  
14 **I'm going to try to speed**  
15 **through a few more things and then I**  
16 **suspect that some others may have some**  
17 **questions, but hopefully I covered a lot of**  
18 **the terrain.**  
19 MR. SILVERSTEIN: So I'm going  
20 to ask Deane to put up on the screen  
21 Tab 15, which will be marked as  
22 Exhibit 7.  
23 (Exhibit 7, screenshot of a text  
24 exchange, was remotely introduced and  
25 provided electronically to the

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1 NACHAWATI - CONFIDENTIAL  
2 reporter, as of this date.)  
3 BY MR. SILVERSTEIN:  
4 **Q This is a screenshot of a text**  
5 **exchange.**  
6 [REDACTED]  
7 [REDACTED]  
8 A That's correct.  
9 **Q And I can represent to you that**  
10 **this came from the cell phone of Mr. Stolz.**  
11 A Sure.  
12 **Q On May 10th, you wrote to**  
13 **Mr. Stolz as follows: "I don't appreciate**  
14 **the subpoenas - I'm not a yes man like you,**  
15 **Andy, who was desperate for a deal at the**  
16 **beginning and my clients will vote yes or**  
17 **no depending on what happens - and your**  
18 **shitty subpoenas don't help the cause, nor**  
19 **does asking for a greedy CBF. Who charges**  
20 **an 8/12? As the Bible says, 'Avarice is**  
21 **the root of all evil.' Think about that**  
22 **next time before your money grab. And**  
23 **Dan - what I think now about you goes**  
24 **without saying. Have a great day, gents."**  
25 **Do you see that?**

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1 **NACHAWATI - CONFIDENTIAL**  
2 A I mean, I can read. I think the  
3 exhibit speaks for itself, Mr. Silverstein.  
4 And I believe prior, earlier in my  
5 deposition, I expressed the same sentiment.  
6 **Q Yes, and just so that we're**  
7 **clear, whether your clients vote "yes" or**  
8 **"no" on a plan is uncertain at this point,**  
9 **is that fair?**  
10 MR. HOFMEISTER: Objection to  
11 the form.  
12 MR. RASMUSSEN: Object to form.  
13 A We are working through issues in  
14 a complex situation through the mediators  
15 with the idea with respect to the  
16 appropriate client getting to a pathway of  
17 a plan that I could support and recommend  
18 to my clients.  
19 **Q And at this point in time,**  
20 **whether your vote -- whether your clients**  
21 **will vote "yes" or "no" to support the**  
22 **debtors' plan will depend on what happens.**  
23 **Fair?**  
24 MR. MONTEFUSCO: Object to the  
25 form.

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1 NACHAWATI - CONFIDENTIAL  
2 MR. HOFMEISTER: Objection to  
3 form.  
4 A That's a fair statement.  
5 You know, as you know,  
6 Mr. Silverstein, there are hundreds of  
7 pages in the TDP, never mind plan, right?  
8 It's not just something that one day it's a  
9 binary yes or no. It's a process. And in  
10 this case, it's an unprecedented process.  
11 It's the most complex bankruptcy that this  
12 nation has ever seen.  
13 So you appreciate the magnitude  
14 of the complexity. So what you're trying  
15 to ask for is, oh, a yes or no. It's  
16 complex. We're working with the issues  
17 with the idea of a pathway to resolution  
18 that I can support and can recommend to my  
19 clients, and that's what I've said 100  
20 times. I don't know how many different  
21 ways you want me to say it.  
22 **Q Well, it follows from what**  
23 **you've testified to and what you have in**  
24 **your text message that at this point in**  
25 **time, none of your clients have committed**

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1 **NACHAWATI - CONFIDENTIAL**  
2 **to support the debtors' bankruptcy plan, is**  
3 **that true?**  
4 MR. HOFMEISTER: Objection.  
5 Calls for attorney-client privilege.  
6 A And they don't commit until they  
7 vote, and they're going to vote  
8 individually. And the will of each  
9 claimant who has a vote will govern, absent  
10 any intervention from a dispositive  
11 perspective, from a Court of Appeal,  
12 Bankruptcy Court, Article 3 judge or  
13 otherwise.  
14 **Q And whether you recommend to**  
15 **your clients that they vote for the**  
16 **debtor's plan or not also depends on what**  
17 **happens. Fair?**  
18 A Yes. I can't fortune tell.  
19 **Q Okay. And any statement that**  
20 **your clients have committed at this point**  
21 **in time to support the debtors' bankruptcy**  
22 **plan is untrue. Is that fair?**  
23 A I wouldn't say --  
24 MR. RASMUSSEN: Object to form.  
25 MR. HOFMEISTER: Object to form.

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1 **NACHAWATI - CONFIDENTIAL**  
2 A I wouldn't say that. Again, I  
3 can't talk about anything following the NDA  
4 other than to say in a general sense what  
5 I've said 100 times.  
6 **Q Well, any statement that your**  
7 **clients will support the plan is an**  
8 **overstatement. Fair?**  
9 MR. MONTEFUSCO: Objection to  
10 the form.  
11 MR. RASMUSSEN: Objection to the  
12 form.  
13 A I don't think that's fair. I  
14 think it depends on the many variables of  
15 which could happen day to day,  
16 Mr. Silverstein, as you know.  
17 **Q So it depends on what happens in**  
18 **the future. That's whether your clients**  
19 **will -- whether you will recommend to your**  
20 **clients that they support the plan and**  
21 **whether they decide to follow that**  
22 **recommendation or not.**  
23 MR. RASMUSSEN: Objection to the  
24 form.  
25 A There's so many variables. I

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1 **NACHAWATI - CONFIDENTIAL**  
2 can't answer what happens in the future. I  
3 have to deal with the issues as they arise  
4 to the best of my ability and with the  
5 intent of doing right by my client and --  
6 yeah, I mean, I don't know how else to say  
7 it other than that.  
8 **Q In connection with signing the**  
9 **plan support agreement, did you -- did you**  
10 **disclose any potential conflicts of**  
11 **interest to any of your clients?**  
12 MR. HOFMEISTER: That's  
13 attorney-client privileged.  
14 A That's attorney-client.  
15 **Q So you won't answer?**  
16 A It's attorney-client privilege.  
17 I'm happy to answer by order of the Court.  
18 MR. HOFMEISTER: I also just  
19 want to note my objection to the form  
20 of the question.  
21 BY MR. SILVERSTEIN:  
22 **Q Did you consult an ethics expert**  
23 **before you signed the plan support**  
24 **agreement?**  
25 MR. MONTEFUSCO: Objection to

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1 **NACHAWATI - CONFIDENTIAL**  
2 the form of the question.  
3 MR. HOFMEISTER: Object to the  
4 form.  
5 A It's attorney-client privileged,  
6 but we regularly, in a general sense,  
7 regularly consult with experts and ethics.  
8 And, you know, I would say an  
9 8/12 conflict of interest when you have 100  
10 cases filed in the MDL, that's the conflict  
11 of interest that you should be thinking  
12 about, Mr. Silverstein.  
13 MR. SILVERSTEIN: Can you take  
14 this down, Deane?  
15 Deane, could you put up Tab 2,  
16 please?  
17 (Exhibit 8, document entitled  
18 "Chapter 11 Plan of Reorganization of  
19 LTL Management LLC, was remotely  
20 introduced and provided electronically  
21 to the reporter, as of this date.)  
22 MR. SILVERSTEIN: This is going  
23 to be Nachawati Exhibit 8. It's a  
24 long, some might say, voluminous  
25 document entitled "Chapter 11 Plan of

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1 NACHAWATI - CONFIDENTIAL  
2 Reorganization of LTL Management LLC."  
3 It was filed on the docket on May 15th  
4 by the debtors at docket 525.  
5 BY MR. SILVERSTEIN:  
6 **Q Mr. Nachawati, have you reviewed**  
7 **all or any part of the debtors' proposed**  
8 **Chapter 11 plan?**  
9 A I have.  
10 **Q I'm sorry?**  
11 A I have.  
12 **Q Did you review all -- did you**  
13 **review it in its entirety?**  
14 A Yes, but there are, you know --  
15 in a general sense, right? Yes, I've read  
16 every word of it.  
17 **Q Do you understand that the**  
18 **debtors' plan would resolve all of the**  
19 **State of New Mexico's consumer protection**  
20 **actions through the bankruptcy plan?**  
21 MR. HOFMEISTER: Objection to  
22 the form.  
23 A No. Actually, if you read it,  
24 they're conditionally carved out,  
25 Mr. Silverstein, as one of two litigating

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1 NACHAWATI - CONFIDENTIAL  
2 state entities in their sovereign  
3 territory.  
4 **Q So your understanding of the**  
5 **plan is that the State of New Mexico would**  
6 **be carved out from being channeled into a**  
7 **trust?**  
8 A That's correct, a conditional  
9 carve-out.  
10 **Q And what's the conditions that**  
11 **you understand exist under the plan?**  
12 A Read the document, it will tell  
13 you.  
14 **Q I'm asking what your**  
15 **understanding is.**  
16 A If there is a resolution outside  
17 of the bankruptcy, then they're no longer  
18 subject to the possibility of being brought  
19 into the bankruptcy. So they are now  
20 conditionally carved out.  
21 If, however, they are unable to  
22 reach an agreement in their sovereign state  
23 court, then J&J has the right to try to  
24 suck them into this bankruptcy.  
25 **Q So if -- and a resolution**

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1 **NACHAWATI - CONFIDENTIAL**  
2 **outside of the bankruptcy would involve**  
3 **agreement by Johnson & Johnson, correct?**  
4 A It could.  
5 **Q Well, you're saying that a**  
6 **resolution would be -- withdrawn.**  
7 **What other resolution do you**  
8 **have in mind other than a consensual**  
9 **resolution that would take place before the**  
10 **bankruptcy plan would be implemented?**  
11 A Well, you're asking me to  
12 speculate, and I'm unwilling to do that.  
13 And to the extent that I would  
14 be able to answer any questions in the  
15 past, they'd be covered by attorney-client  
16 privilege. So I can't disclose the  
17 confidences of my prior client or their  
18 wishes, strategies or thoughts in any  
19 respect.  
20 **Q And do you agree that with**  
21 **regard to this particular plan, because it**  
22 **depends on events that will happen in the**  
23 **future, you are unable to say at this point**  
24 **in time one way or the other whether you**  
25 **will recommend it to your clients?**

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1 **NACHAWATI - CONFIDENTIAL**  
2 MR. HOFMEISTER: Objection to  
3 the form.  
4 MR. MONTEFUSCO: Objection to  
5 the form.  
6 BY MR. SILVERSTEIN:  
7 **Q Pardon?**  
8 MR. RASMUSSEN: We objected to  
9 the form of the question.  
10 BY MR. SILVERSTEIN:  
11 **Q And can you answer,**  
12 **Mr. Nachawati?**  
13 A Sure.  
14 As I've stated more than once,  
15 the idea is working through the issues with  
16 the mediators and the wrinkles that exist  
17 in the most complex bankruptcy in U.S.  
18 history to try to create a pathway to  
19 resolution for the appropriate type of  
20 clients in which I represent. It's not a  
21 one-size-fits-all situation,  
22 Mr. Silverstein, as you know.  
23 **Q Are you able to answer,**  
24 **Mr. Nachawati, you know, "yes" or "no"**  
25 **whether, sitting here now, do you agree**

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1 NACHAWATI - CONFIDENTIAL  
2 problematic.  
3 But, of course, we'll look at  
4 the transcript and see if there is  
5 anything else and we'll raise them  
6 with you. But the NDA is the one that  
7 was the most blanket and problematic.  
8 Thank you very much.  
9 MR. HOFMEISTER: Okay. Thank  
10 you.  
11 THE WITNESS: Thank you,  
12 Mr. Silverstein.  
13 MR. RASMUSSEN: I do have a  
14 couple of questions, if nobody else  
15 does, but I'll let others go first.  
16 THE WITNESS: Could you identify  
17 yourself for the record, please?  
18 MR. McEVILLY: Can I jump in,  
19 Mark.  
20 Tom McEvilly on behalf of the  
21 State of New Mexico, just on the topic  
22 of privileges raised.  
23 I would just like to withdraw my  
24 two objections earlier. I  
25 misunderstood the line of questioning.

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1 NACHAWATI - CONFIDENTIAL  
2 Thank you.  
3 MR. RASMUSSEN: Is there anybody  
4 else? Otherwise, I'll go.  
5 MS. RATCLIFFE: Yes, I have some  
6 questions.  
7 EXAMINATION BY  
8 MS. RATCLIFFE:  
9 Q This is Suzanne Ratcliffe of  
10 Maune Raichle Hartley French & Mudd.  
11 A Okay.  
12 Q Good afternoon, or I guess good  
13 evening, Mr. Nachawati. I don't think  
14 we've had the pleasure. So it's nice to  
15 meet you virtually, and hopefully, I'll be  
16 pretty quick so you can get on with your  
17 day.  
18 A Sure.  
19 Q I just wanted to clarify based  
20 on your previous testimony, sitting here  
21 today, you can't tell us how many  
22 mesothelioma claims you had in your  
23 inventory either in the filed MDL cases,  
24 the unfiled MDL cases or even sitting here  
25 today, as of today, how many mesothelioma

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1 NACHAWATI - CONFIDENTIAL  
2 cases you have?  
3 MR. HOFMEISTER: Objection to  
4 the form of the question, and I  
5 believe he --  
6 MS. RATCLIFFE: I can reask.  
7 Let me reask the question. I was  
8 trying to make it quick so we could  
9 get through this, but I'll reask it.  
10 BY MS. RATCLIFFE:  
11 Q Do you know, sitting here today,  
12 how many mesothelioma cases you had when  
13 you filed your 3,300 cases in the MDL?  
14 A Not with specificity, but none  
15 of the meso cases are filed in the MDL,  
16 because it's an OC-only MDL.  
17 Q Okay. Well, in the paragraph 6  
18 that was referenced before, it listed  
19 around 3,500 ovarian cases and a small  
20 number of meso cases.  
21 That's what your testimony was,  
22 was it not?  
23 A In relation to who I represent?  
24 Q Right.  
25 A Yes, that's accurate.

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1 NACHAWATI - CONFIDENTIAL  
2 Q Okay. And you don't know what  
3 that small number of mesothelioma cases was  
4 at the time of the original filing of the  
5 LTL I, correct?  
6 A I had an approximation. I'd  
7 have to look at my notes.  
8 Q And what's your approximation?  
9 A I don't want to guess.  
10 Q Okay. Nobody wants you to  
11 guess.  
12 And then you don't know how many  
13 mesothelioma cases you had filed in State  
14 Court, correct?  
15 A I would be guessing, but there  
16 were some filed.  
17 Q Okay. And when you did that  
18 testimonial that we watched earlier in May  
19 of '22, you said there was a good number of  
20 meso cases, but you don't know what that  
21 number was, correct?  
22 A More or less.  
23 Q I mean, if you do, you can tell  
24 me.  
25 A I mean, I just -- sitting here



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1 NACHAWATI - CONFIDENTIAL  
2 today, I'm guessing. I'm approximating.  
3 Is it in the thousands? No.  
4 Is it in the hundreds? No.  
5 **Q Okay. And then you testified**  
6 **earlier that in the verified 2019**  
7 **statement, that the listing of cases in the**  
8 **Exhibit A that's redacted does not contain**  
9 **any mesothelioma cases, is that correct?**  
10 A That's my understanding.  
11 **Q Okay. And then in that H1**  
12 **redacted listing of clients, you don't**  
13 **know, sitting here today, how many of those**  
14 **cases are ovarian cases versus non-ovarian**  
15 **cases, correct?**  
16 MR. MONTEFUSCO: Object to form.  
17 A I don't have that information in  
18 detail at my fingertips.  
19 **Q Okay. But that list does**  
20 **contain cases that are non-ovarian based,**  
21 **correct?**  
22 A I don't know, other than I know  
23 of meso cases, my understanding is they are  
24 excluded.  
25 **Q Okay. But do you know what is**

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1 NACHAWATI - CONFIDENTIAL  
2 **actually included in the listing in H1?**  
3 A Ovarian cancer -- generally  
4 speaking, ovarian cancer, just as I sit  
5 here today without any documents to look  
6 at, ovarian cancer and various subtypes,  
7 epithelial, mucinous, some that may not be  
8 compensable, but, you know, no one knows  
9 what tomorrow will hold.  
10 **Q Okay. Does it also include**  
11 **what's been considered as the gynecological**  
12 **cancers?**  
13 A Some.  
14 **Q Okay. And you don't know how**  
15 **many in each of the categories, correct?**  
16 A Not as I sit here today.  
17 **Q Okay. And I certainly don't**  
18 **want beat a dead horse. I just want to**  
19 **make sure I have a clear understanding what**  
20 **you know and what you don't know. Okay?**  
21 A Fine.  
22 **Q Are you aware of any of the**  
23 **non-ovarian gynecological cancers being**  
24 **compensated in the tort system either by**  
25 **settlement or in a trial?**

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1 NACHAWATI - CONFIDENTIAL  
2 A Are you referring to meso or  
3 asbestos related?  
4 **Q I'm saying non-ovarian**  
5 **gynecological cancers.**  
6 MR. RASMUSSEN: Just note my  
7 objection to the form of the question.  
8 THE WITNESS: You know,  
9 Mr. Silverstein, do you want me to  
10 answer this? Because there's stuff  
11 that I know from the TCC 1. I mean...  
12 MR. SILVERSTEIN: Sorry, what's  
13 your question?  
14 MS. RATCLIFFE: My question is,  
15 is he aware of any non-ovarian  
16 gynecological cancers being  
17 compensated in a tort system.  
18 MR. SILVERSTEIN: I don't see  
19 why there's any issue with you  
20 answering "yes" or "no" certainly as  
21 to that question.  
22 THE WITNESS: Okay. I just  
23 wanted to make sure because it was  
24 stuff I learned in connection with the  
25 TCC 1.

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1 NACHAWATI - CONFIDENTIAL  
2 MR. SILVERSTEIN: It's a  
3 yes-or-no question. So you can  
4 answer. I don't know what the answer  
5 is.  
6 A Yes.  
7 **Q I'm sorry, the answer was "Yes"?**  
8 A Yes.  
9 **Q Okay. Do you know how many of**  
10 **them?**  
11 A I can't recall with specificity.  
12 **Q Okay. And are you in possession**  
13 **of any evidence that non-ovarian**  
14 **gynecological cancers are caused by**  
15 **exposure to talcum powder?**  
16 MR. MONTEFUSCO: Object to form.  
17 A Depends on which type of  
18 gynecological cancers you're talking about.  
19 Some no. Some yes. Some more. Some -- I  
20 mean, the science is different for every  
21 type of gynecological cancer.  
22 So that's the way I would answer  
23 that question.  
24 **Q Okay. Are you aware of any**  
25 **literature that supports any claim of any**

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1 **NACHAWATI - CONFIDENTIAL**  
2 **non-ovarian gynecological cancers that are**  
3 **caused by exposure to talcum powder?**  
4 A Are you talking about asbestos?  
5 **Q I'm saying exposure to talcum**  
6 **powder.**  
7 A I mean, there are certain  
8 gynecological cancers where there's some  
9 evidence, some weaker than others. It just  
10 depends on who you ask. I mean, there's --  
11 you know, you ask two doctors, you get two  
12 different answers.  
13 So yes, there's literature out  
14 there. It varies with respect to the  
15 subtype. We could sit here all day and  
16 talk about it.  
17 **Q Okay. And have you retained any**  
18 **experts in relation to the non-ovarian**  
19 **gynecological cancers?**  
20 A I'm sure we have.  
21 **Q If the bankruptcy is dismissed**  
22 **ultimately, do you plan to file those**  
23 **non-ovarian gynecological cancers?**  
24 MR. HOFMEISTER: Objection to  
25 form.

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1 **NACHAWATI - CONFIDENTIAL**  
2 A I can't predict the future. So  
3 I'm not going to speculate.  
4 **Q Okay. But there's nothing**  
5 **preventing you from filing them, if, in**  
6 **fact, this bankruptcy is dismissed,**  
7 **correct?**  
8 MR. HOFMEISTER: Objection to  
9 the form of the question.  
10 A I mean, you're asking me a  
11 hypothetical. It would depend on the case.  
12 **Q Okay. And I think we**  
13 **established before that under the original**  
14 **funding agreement in LTL I, there was the**  
15 **potential for a \$61 billion fund to**  
16 **compensate victims in addition to**  
17 **whatever -- or let me say this: There was**  
18 **a \$61 billion fund that was available to**  
19 **the claimants in or out of bankruptcy,**  
20 **correct?**  
21 MR. MONTEFUSCO: Object to the  
22 form. Misstates testimony.  
23 BY MS. RATCLIFFE:  
24 **Q Well, is that your understanding**  
25 **of what the first funding agreement said?**

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1 **NACHAWATI - CONFIDENTIAL**  
2 MR. MONTEFUSCO: Same objection.  
3 A The funding agreement is subject  
4 of -- you know, it's public knowledge what  
5 it is. It's \$60 billion in LTL I, is what  
6 it was.  
7 **Q Uh-huh, right.**  
8 **And you -- we already**  
9 **established that you were part of the first**  
10 **TCC, correct?**  
11 A That's correct.  
12 **Q Okay. And after -- as a part of**  
13 **the TCC, you supported the motion to**  
14 **dismiss and supported a Third Circuit**  
15 **dismissal of the bankruptcy, correct?**  
16 A That's correct.  
17 **Q Okay. But now we're sitting**  
18 **here with far less money that's not**  
19 **available in or out of bankruptcy, and yet,**  
20 **you're supporting this plan. Is that**  
21 **correct?**  
22 MR. HOFMEISTER: Objection to  
23 form.  
24 MR. MONTEFUSCO: Object to the  
25 form of the question.

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1 **NACHAWATI - CONFIDENTIAL**  
2 A I disagree with that assessment.  
3 It depends on what happens tomorrow and the  
4 days following.  
5 So I can't accurately answer  
6 that question today. It would be  
7 speculation.  
8 **Q Okay. You're familiar with the**  
9 **term sheet that was introduced as**  
10 **Nachawati 5, correct?**  
11 A Yes.  
12 **Q Okay. And if you need to see it**  
13 **at any point, you let me know. But**  
14 **certainly, as part of the agreement, there**  
15 **were three qualifications that were**  
16 **necessary, including the future claimant**  
17 **representatives agreement that you will not**  
18 **assign more than a third of the trust**  
19 **corpus to qualifying future claims.**  
20 **Do you recall that?**  
21 A That sounds familiar.  
22 **Q Okay. And the terms and**  
23 **conditions of the term sheet are integrated**  
24 **into the current plan, correct?**  
25 A Yes.

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1 NACHAWATI - CONFIDENTIAL  
2 **Q Okay. Have you signed any cases**  
3 **after April 1, 2023?**  
4 A I don't know, as I sit here.  
5 **Q Let me rephrase.**  
6 **Not any cases, but any cases**  
7 **that would potentially qualify for a filing**  
8 **in this bankruptcy.**  
9 A I don't know, as I sit here  
10 today. I mean, we receive a lot of  
11 inquiries. So we regularly sign clients  
12 all the time.  
13 **Q Okay. Have those potential**  
14 **claimants been advised that they are only**  
15 **able to -- or only potentially entitled to**  
16 **a third of the trust corpus?**  
17 MR. HOFMEISTER: Objection.  
18 A The FCR was just appointed,  
19 what, today or yesterday? Ask her.  
20 **Q My understanding, she says she**  
21 **hasn't committed to that, but...**  
22 A Well, I've not had a  
23 conversation with her, which is, I guess,  
24 in essence, what I'm saying. And that's  
25 the FCR's purview, not mine.

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1 NACHAWATI - CONFIDENTIAL  
2 **Q Okay. And just a couple of**  
3 **quick questions.**  
4 **In the PSA, which is**  
5 **Nachawati 6 -- and we can certainly -- oh,**  
6 **I'm sorry, no. I'm sorry. It's**  
7 **Nachawati 5. Still the same document.**  
8 **The exhibits there include the**  
9 **payments to be made for the gynecological**  
10 **cancers, which include ovarian cancers, as**  
11 **well as the mesothelioma claimants,**  
12 **correct?**  
13 A Yes, with the exclusion of mine  
14 that were not included in the 2019.  
15 **Q Okay. My question is this:**  
16 **Where in the plan is the payment for the**  
17 **non-ovarian, non-mesothelioma claimants?**  
18 MR. MONTEFUSCO: Object to form.  
19 A I don't know with specificity  
20 without reviewing the document, which I  
21 don't have in front of me.  
22 **Q Okay. Do you know offhand how**  
23 **much the gynecological cancers are**  
24 **potentially getting that are non-ovarian?**  
25 A Not off the top of my head right

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1 NACHAWATI - CONFIDENTIAL  
2 now.  
3 **Q Are there any distinctions that**  
4 **you know of based on the type of**  
5 **non-gynecological ovarian cancers?**  
6 A Are there any what?  
7 **Q Are there any distinctions or,**  
8 **you know, differing percentages for each of**  
9 **the types?**  
10 A Yes. I'd refer you to the  
11 document, right? I think the document  
12 speaks for itself.  
13 **Q It only includes the ovarian**  
14 **cancers.**  
15 A Well, my clients were not  
16 included in the 2019. That's one of the  
17 issues that needs to be worked through, and  
18 that would be covered by the mediators and  
19 whatever happens tomorrow, which I can't  
20 speculate. It's an evolving situation.  
21 [REDACTED]

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1 NACHAWATI - CONFIDENTIAL  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 **Q Okay. And under the PSA, the**  
8 **amount that was -- that amount was left to**  
9 **the sole discretion of the claims**  
10 **administrator, correct?**  
11 A I believe so. I believe so.  
12 **Q Okay. And that could have been**  
13 **any amount, correct?**  
14 A Well, it's not that simplistic,  
15 right? There's a -- the debtors -- there  
16 is a plan and the debtor's TDP, right, and  
17 that sort of lays out all the specifics.  
18 So I'd refer you to that  
19 document.  
20 **Q Okay. There were no other side**  
21 **agreements outside of that?**  
22 A What do you mean by "side  
23 agreement"?  
24 MR. HOFMEISTER: Object to form.  
25

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1 NACHAWATI - CONFIDENTIAL

2 BY MS. RATCLIFFE:

3 **Q As to what the gynecological**

4 **cancers were going to receive.**

5 MR. HOFMEISTER: Objection.

6 A Not that I know of.

7 **Q Give me one second.**

8 **Prior to your non-disclosure**

9 **agreement, did you have any agreement or**

10 **discussions about what the amount for the**

11 **gynecological cancers would be?**

12 A No.

13 MR. MONTEFUSCO: Object to form.

14 BY MS. RATCLIFFE:

15 **Q You testified earlier that you**

16 **signed this PSA -- or wait, let me back up**

17 **for a second.**

18 **Your PSA wasn't signed that was**

19 **introduced as an exhibit today.**

20 **Do you know why?**

21 A No, I don't know why.

22 I signed the PSA.

23 **Q Do you know when it was signed?**

24 A I don't recall, as I sit here

25 today.

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1 NACHAWATI - CONFIDENTIAL

2 MR. RASMUSSEN: Can I interject?

3 The PSA is Exhibit 6, and that

4 has a signature on it.

5 MS. RATCLIFFE: I know it has a

6 signature on it, but it's undated.

7 MR. RASMUSSEN: You said,

8 "signed."

9 MS. RATCLIFFE: So then let me

10 withdraw my question.

11 BY MS. RATCLIFFE:

12 **Q Well, I said you signed it, but**

13 **it's undated. My question is -- withdrawn.**

14 **My question is this: Your PSA**

15 **is signed, but it's undated, correct?**

16 A Are you referring to the

17 exhibit?

18 **Q Yes.**

19 A Yeah, that's correct.

20 **Q Okay. And you don't know why**

21 **it's not signed?**

22 A Well, I think the idea --

23 MR. HOFMEISTER: Objection. It

24 is signed.

25 MS. RATCLIFFE: I'm sorry, not

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1 NACHAWATI - CONFIDENTIAL

2 dated. I'm so sorry. It's late in

3 the day. I'm tired, too.

4 BY MS. RATCLIFFE:

5 **Q You don't know why it's undated,**

6 **correct?**

7 A In a general sense, I think the

8 idea was that everything would coincide

9 when filed, right?

10 So that's probably why it's

11 undated, is my best answer to that

12 question.

13 **Q Okay. And I think that we**

14 **established before that that was signed**

15 **somewhere in between the dismissal of the**

16 **bankruptcy and the filing of the new**

17 **bankruptcy, LTL II, correct?**

18 MR. MONTEFUSCO: Object to form.

19 A That's correct.

20 **Q Okay. And you signed the PSA**

21 **supporting the plan, correct?**

22 A On behalf of certain claimants,

23 correct.

24 **Q Do you support this plan**

25 **overall?**

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1 **NACHAWATI - CONFIDENTIAL**

2 MR. MONTEFUSCO: Objection to

3 form.

4 A There are too many things that

5 we're working through, through mediators,

6 with the idea of a pathway to a plan that I

7 could recommend and support to the clients

8 that it's appropriate for.

9 **Q And referring back to the PSA,**

10 **which is Nachawati 6, in Section 2 of that,**

11 **the first portion, 2.01(a), indicates that**

12 **this document shall be binding on the talc**

13 **claimants.**

14 **But yet, you're sitting here**

15 **saying that there are pathways for this to**

16 **not bind them?**

17 MR. HOFMEISTER: Objection to

18 the form.

19 MR. MONTEFUSCO: Objection to

20 the form.

21 MR. RASMUSSEN: Objection to the

22 form.

23 A They are not bound by what I

24 sign until they vote. It's their decision.

25 **Q Right. But you promised your**

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1 **NACHAWATI - CONFIDENTIAL**  
2 **support, no?**  
3 MR. HOFMEISTER: Objection to  
4 the form. Asked and answered.  
5 This question has been asked  
6 three different ways and it's been  
7 answered the same way.  
8 MS. RATCLIFFE: Okay. I think  
9 it's been answered circuitously,  
10 but...  
11 BY MS. RATCLIFFE:  
12 **Q You support it with conditions,**  
13 **is that correct?**  
14 MR. HOFMEISTER: Object to form.  
15 A We're working through the issues  
16 that need to be addressed with the idea of  
17 supporting a plan that I can recommend to  
18 the clients it's appropriate for.  
19 MS. RATCLIFFE: Okay. I don't  
20 have any further questions.  
21 Thank you, Mr. Nachawati. Have  
22 a good evening.  
23 THE WITNESS: You too as well.  
24 MR. RASMUSSEN: Does anybody  
25 else have any before I ask just a few?

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1 NACHAWATI - CONFIDENTIAL  
2 MR. SILVERSTEIN: I have a  
3 couple of questions based on the state  
4 of New Mexico's withdrawal of their  
5 objection to Mr. Nachawati --  
6 privilege objection to Mr. Nachawati  
7 answering questions about the  
8 termination of his services.  
9 So I can do that before or  
10 after.  
11 MR. RASMUSSEN: Go ahead.  
12 EXAMINATION (CONTINUED)  
13 BY MR. SILVERSTEIN:  
14 **Q Mr. Nachawati, the counsel for**  
15 **New Mexico withdrew any objection made**  
16 **earlier and instruction not to answer my**  
17 **question about your termination -- the**  
18 **cessation of your serving as counsel to the**  
19 **State of New Mexico in connection with the**  
20 **Johnson & Johnson talc claims.**  
21 **Were your services terminated or**  
22 **did you withdraw as counsel?**  
23 A The newly elected AG and -- you  
24 know, I don't know exactly because I was  
25 walled off from that, but the decision was

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1 NACHAWATI - CONFIDENTIAL  
2 theirs. My understanding is the decision  
3 was theirs.  
4 **Q And was it based on a conflict**  
5 **of interest of you signing an agreement**  
6 **supporting a plan with which -- in a**  
7 **bankruptcy in which they seek dismissal?**  
8 MR. HOFMEISTER: Objection to  
9 form.  
10 MR. MONTEFUSCO: Objection to  
11 form.  
12 A So following the dismissal of  
13 LTL I, they're not included in LTL II.  
14 They're conditionally carved out.  
15 I had concerns of even filing a  
16 motion to dismiss from my perspective,  
17 because if you're not in there, you know,  
18 you can probably file some statement  
19 without submitting -- or consenting  
20 yourself to the distinction of the  
21 Bankruptcy Court. But that's why the  
22 conditional language of the carve-out was  
23 there.  
24 **Q You're not suggesting that New**  
25 **Mexico requested that language, are you?**

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1 **NACHAWATI - CONFIDENTIAL**  
2 A My understanding of their desire  
3 is to be in their State Court litigating  
4 their sovereign claims that the AG has the  
5 right to pursue.  
6 **Q Right. And they --**  
7 A They do not want -- my  
8 understanding is they do not want to be  
9 involved as an AG in the bankruptcy, not  
10 because of an actual conflict of interest,  
11 but because of their belief with respect  
12 to -- my understanding is, with respect to  
13 the idea of the bankruptcy being filed and  
14 the inevitability of me having to deal with  
15 the situation not having control over  
16 whether a bankruptcy is filed or not.  
17 **Q Did you -- did you discuss with**  
18 **any representatives of New Mexico your**  
19 **signing a plan support agreement before you**  
20 **did it?**  
21 MR. HOFMEISTER: Objection to  
22 the question. It involves  
23 communications that would be  
24 privileged.  
25 A I was walled off from that,

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1 NACHAWATI - CONFIDENTIAL  
2 and I was clear about that. My former  
3 representation to the State of New Mexico,  
4 I was very clear I could not touch that  
5 issue at all.  
6 So, again, not a one size fits  
7 all. They all have different issues,  
8 different considerations. Not all of it  
9 involves money. It involves policy. It  
10 involves different considerations. And  
11 it's my job to do right by the client given  
12 their certain circumstances.  
13 And when I believe there's  
14 something that would interfere with my  
15 ability or my judgment, then even if it's a  
16 perceived conflict, I wall myself off from  
17 the situation, in a general sense, and, you  
18 know, do what I need to do to make sure  
19 that all my clients are adequately  
20 represented and that what's right for them,  
21 after receiving full disclosure, they can  
22 make an informed decision.  
23 **Q All right. Just a couple of**  
24 **follow-ups and then I'll turn it over to**  
25 **Mr. Rasmussen.**

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1 NACHAWATI - CONFIDENTIAL  
2 But you said -- you've said I  
3 think a couple of times now that -- you've  
4 made the point that your mesos were not  
5 included in the 2019 that was filed by the  
6 Ad Hoc Committee.  
7 Do you have an understanding  
8 that the plan that was filed by the debtors  
9 on May 15th somehow treats your meso  
10 clients differently than other meso  
11 clients?  
12 A No. It's simply that -- again,  
13 that's a different partner that handles  
14 those clients, but it's the simple fact  
15 that what may be right for OCs may not be  
16 right for mesos.  
17 So in a general sense, that  
18 question is posed. And if the lawyer  
19 responsible for that docket that has its  
20 own set of considerations says, No, well  
21 then they're not going to be on the 2019.  
22 **Q So lawyers on your -- lawyers on**  
23 **your -- in your firm who handle meso cases**  
24 **did not support the plan support agreement,**  
25 **is that fair?**

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1 NACHAWATI - CONFIDENTIAL  
2 MR. MONTEFUSCO: Objection to  
3 form.  
4 A Not necessarily. It depends,  
5 right? You're asking me to answer an  
6 impossible question. Just like when on the  
7 TCC there are certain mesos that may  
8 support a plan and may not. Depends on  
9 what happens.  
10 **Q And when you were -- just so**  
11 **that I understand, when you signed the plan**  
12 **support agreement, did you only have**  
13 **ovarian -- only your ovarian cancer clients**  
14 **in mind and that you thought that the meso**  
15 **clients were not -- you were not pledging**  
16 **support on behalf of the meso clients?**  
17 MR. MONTEFUSCO: Object to the  
18 form.  
19 A It's -- those small number of  
20 claimants had their own distinct issues,  
21 and the decision, in a general sense, was  
22 made not to include them by design because  
23 what's right for them may not be right for  
24 the OCs and vice versa.  
25 So it's conditional depending on

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1 NACHAWATI - CONFIDENTIAL  
2 the client's situation. I don't have total  
3 visibility once certain things happen, like  
4 a bankruptcy is filed, on the whys or the  
5 wheres. I don't have direct. I have basic  
6 understandings.  
7 And so I'm trying to answer your  
8 questions, but it can be difficult if  
9 you're -- you know, you're giving an answer  
10 and you follow what's right for that  
11 client, but you don't necessarily know all  
12 the details as to why.  
13 **Q I understand.**  
14 **But just so that we're clear,**  
15 **the schedule -- the schedule to the PSA**  
16 **that had the list of your clients with**  
17 **redacted information that was attached to**  
18 **the PSA, that did not include meso clients**  
19 **either.**  
20 A That is my understanding.  
21 MR. HOFMEISTER: Object to the  
22 form.  
23 BY MR. SILVERSTEIN:  
24 **Q Okay. And so you believed that**  
25 **they were not being -- whatever you were**

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1 **NACHAWATI - CONFIDENTIAL**  
 2 agreeing to in the plan support did not  
 3 include your meso clients. That's -- by  
 4 not including them, that's what you were  
 5 reflecting.  
 6 MR. MONTEFUSCO: Object to form.  
 7 A That's my point.  
 8 Q Okay. And just in terms of  
 9 the -- coming back to the -- what you said  
 10 before about how the evidence of scientific  
 11 support of causation between talcum powder  
 12 and the various gynecological cancer types  
 13 makes each individual claimant different,  
 14 did you have any concerns when you signed  
 15 the plan support agreement that --  
 16 withdrawn.  
 17 Did you have any concerns when  
 18 you read the plan that was filed that women  
 19 who have less of a basis of a claim because  
 20 of weak or scientific evidence could be  
 21 effectively foisting a plan on women who  
 22 have a stronger basis for their claims by  
 23 virtue of the number of women who fall into  
 24 one category versus another?  
 25 MR. MONTEFUSCO: Objection to

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1 **NACHAWATI - CONFIDENTIAL**  
 2 the form.  
 3 MR. HOFMEISTER: Form.  
 4 A There are many things, again,  
 5 that we're working through that we're  
 6 trying to address with the idea of working  
 7 towards plan that I can recommend and  
 8 support to my clients.  
 9 Q And at this very instance in  
 10 time, you're not there yet, is that fair?  
 11 MR. MONTEFUSCO: Object to form.  
 12 MR. HOFMEISTER: Object to the  
 13 form.  
 14 A I don't know because there's too  
 15 many variables in play. So I can't answer  
 16 that, as I sit here today, other than what  
 17 I've already answered 100 times.  
 18 MR. SILVERSTEIN: Okay. I have  
 19 no further questions at this time.  
 20 Thank you.  
 21 MR. RASMUSSEN: Okay.  
 22 EXAMINATION BY  
 23 MR. RASMUSSEN:  
 24 Q This is Mark Rasmussen with  
 25 Jones Day on behalf of the debtor.

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1 **NACHAWATI - CONFIDENTIAL**  
 2 Mr. Nachawati, thank you for  
 3 your patience today, and I'll be brief.  
 4 A Sure.  
 5 Q Earlier in the deposition, you  
 6 offered to identify the members of the TCC  
 7 in this bankruptcy proceeding who were in  
 8 favor of the proposed Imerys settlement.  
 9 Could you identify them for us?  
 10 A My recollection is -- you know,  
 11 again, this is my recollection -- I believe  
 12 the two co-lead firms were in support of  
 13 the Imerys plan.  
 14 That's my recollection of the  
 15 MDL.  
 16 Q And do you recall their names,  
 17 sitting here today?  
 18 A I believe it's Beasley Allen and  
 19 Ashcraft & Gerel.  
 20 Q Thank you.  
 21 I have just a few questions  
 22 about Exhibit 6, the plan support agreement  
 23 that you signed. And if you need to look  
 24 at it, we can call it up. I don't think  
 25 you will to answer these questions, but

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1 **NACHAWATI - CONFIDENTIAL**  
 2 please let me know.  
 3 A Sure.  
 4 Q Do you agree that the  
 5 obligations imposed on the parties to the  
 6 PSA are still in effect today?  
 7 A I do.  
 8 Q And is it your intent to comply  
 9 with your obligations under the PSA?  
 10 A If we work through the issues,  
 11 absolutely.  
 12 Q Is it your intent to support the  
 13 debtors' plan consistent with the  
 14 obligations under the PSA?  
 15 A And the conditions subsequent  
 16 and precedent, yes.  
 17 Q It's your intent to comply with  
 18 the obligations under the PSA as expressed  
 19 there, correct?  
 20 A And work through any mediation,  
 21 correct.  
 22 MR. RASMUSSEN: Thank you.  
 23 That's all I have.  
 24 THE VIDEOGRAPHER: Okay. This  
 25 concludes today's deposition --